

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TEMPE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

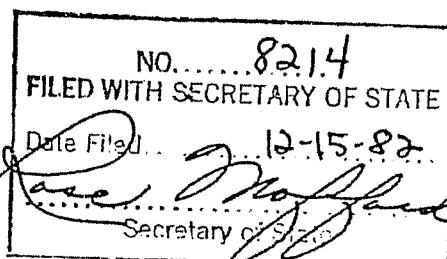
WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 11-951 etseq. to enter into the Agreement, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall include, but not be limited to, the installation of new traffic signals at the following location:

US 60 and Rio Salado Parkway

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and equipment necessary to complete the installation of the traffic signals.



2. The CITY shall widen the eastbound approach of Rio Salado Parkway to provide for two lanes prior to the turn-on date of the traffic signals.

3. The CITY shall install or have installed all the materials and apparatus in a good workmanlike manner, and in accordance with the latest revisions of the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems Standard Drawings and General Specifications for Traffic Signal and Highway Lighting Systems.

4. The STATE shall furnish and deliver all materials and apparatus to the City of Tempe Traffic Maintenance facility, 3 S. Hardy Drive, Tempe, and shall pick up all defective or damaged materials and all unused materials at the City of Tempe Traffic Maintenance facility in Tempe upon completion of the work.

5. The STATE is bound by this AGREEMENT to furnish or secure certain materials and apparatus as hereinbefore stated; and, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions, or claims of any character brought: a) because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the CITY, its officers, employees, agents, and/or contractors or on account or in consequence of any neglect in safe-guarding the work; b) because of any act of omission, neglect, or misconduct of any officer or employee of the CITY, its Agent and/or its contractors in accomplishing the work; or c) through the use, in constructing the work, of STATE furnished materials which may be determined, by reasonable inspection upon receipt of said materials, to be patently deficient and unacceptable.

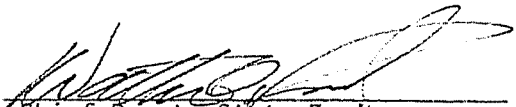
6. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

7. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing, but in no event prior to its being filed with the Secretary of State.

8. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this STATE to enter into this Agreement and that it is in proper form.

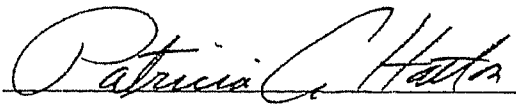
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

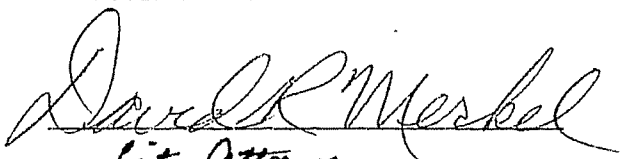
CITY OF TEMPE

ATTEST;


City Clerk

By: 
Title: Vice - Mayor

APPROVED AS TO FORM:


City Attorney

PREPARED IN ACCORDANCE
WITH A.B.O.T. PROCEDURES
DEC 12/10/82
BY: [Signature]
EXTERNAL AUDIT SECTION

2
EXHIBIT "A"

LETTER ADDENDUM


In accordance with paragraph 10 of the Agreement (A. G. No. 79-440) for the operation and maintenance of traffic signals between the STATE OF ARIZONA and the CITY OF TEMPE consummated on June 28, 1979, it is agreed by both parties that the following intersection be added to the existing list of intersections and be operated and maintained as set forth in said Agreement.

US 60 and Rio Salado Parkway

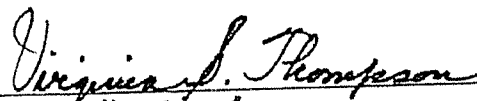
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF TEMPE

By: 
Title: Vice-Mayor

ATTEST:


City Clerk

Date Signed: October 25, 1982

Agenda Item 5C (5)

Date October 21, 1982

TO: MAYOR & CITY COUNCIL
FROM: PUBLIC WORKS DIRECTOR
THRU: CITY MANAGER
DATE: OCTOBER 15, 1982
SUBJECT: AGREEMENT - MILL AVE. AND THE
RIO SALADO PARKWAY

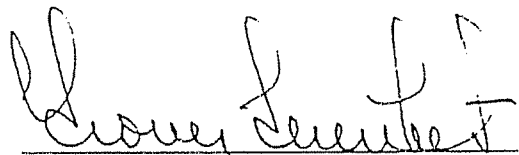
HISTORY AND FACTS:

A recently completed traffic engineering study by the Arizona Department of Transportation recommended that a traffic signal be installed on Mill Avenue and the Rio Salado Parkway.

An agreement has been prepared by the Arizona Department of Transportation which provides for them to furnish all materials and for the City to furnish all the equipment and labor to install this signal. Construction could be scheduled to start in November.

RECOMMENDATION:

That the City Council authorize the Mayor to sign the agreement for the installation of a traffic signal on Mill Ave. and the Rio Salado Parkway.



Grover Serenbetz
Public Works Director

HF:eg

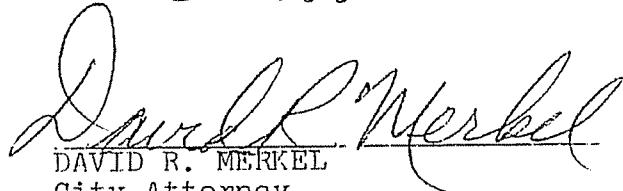
EXHIBIT "B"

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 22nd day of October, 1982.



DAVID R. MERKEL
City Attorney

TO Mary Zarigoza
ADOT

FROM
CITY OF TEMPE
TEMPE, ARIZONA

SUBJECT: _____

DATE: 11-18-82

^{OLD} ↑ Our City Attorney, Dave Merkel, has indicated that Section 11-951
etseq. of the A.R.S. enables the City to enter into this agreement.
Should the Attorney General feel this is inadequate, please have
him contact Dave Merkel, Tempe City Attorney at 968-8227.

PLEASE REPLY TO HP:eg

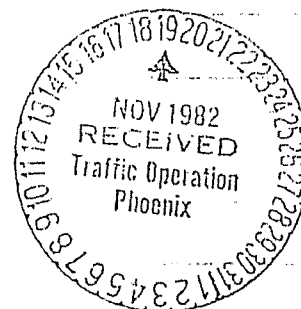
SIGNED

Harvey
Harvey Friedson

DATE _____

SIGNED _____

SEND WHITE AND PINK COPIES WITH CARBON IN TACT
PINK COPY IS RETURNED WITH REPLY





OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

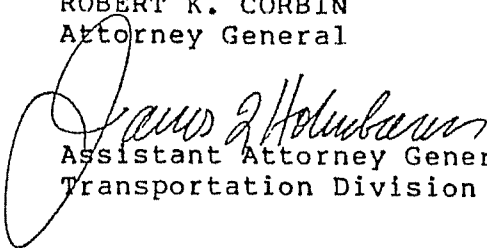
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 82-654, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2d day of DECEMBER, 1982.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division